



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN**  
**MEETING AGENDA**  
February 20, 2018  
Grafton Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) Dave Muradian – Budget Updates
- b) [Reunion Tap & Table – Liquor License Hearing – 198 Worcester Street](#)
- c) Town Administrator Budget Presentation

**2. RESIGNATIONS**

- a) [Vote to Accept – Dan Mahoney – Mechanic – Department of Public Works](#)

**3. APPOINTMENTS**

**Town Administrator**

**4. NEW BUSINESS**

- a) [Vote to Sign – Contract for Rt. 30 Sewer Line – CDM Smith](#)
- b) [Vote to Approve – One Day Beer and Wine License – March 24, 2018 – Touchstone School](#)
- c) [Vote to Approve – One Day Beer and Wine License – March 23, March 30, April 28, May 5, 2018 – Cummings School of Veterinary Medicine; Tufts University](#)
- d) [Vote to Approve – One Day Beer and Wine License – March 18, 2018 – Veterans of Foreign Wars](#)

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

- a) Municipal Litigation Engagement Discussion – Opioid Crisis

## **8. MEETING MINUTES**

- a) [Board of Selectmen – February 6, 2018](#)

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

### **ADJOURN**

**ITEM 1B: REUNION TAP & TABLE – LIQUOR LICENSE HEARING – 198  
WORCESTER STREET**

\*Clerk Reads the Legal Ad for the Hearing.

I MOVE the Board open the public hearing for the application for a Retail Alcoholic Beverages License for Tap & Table 198, LLC for Hanna Briggs Restaurant Group, LLC.

I MOVE the Board close the public hearing for a Retail Alcoholic Beverages License for Tap & Table 198, LLC for Hanna Briggs Restaurant Group, LLC.

I MOVE the Board approve/deny the application for a Retail Alcoholic Beverages License for Tap & Table 198, LLC for Hanna Briggs Restaurant Group, LLC.

**NOTES:**

Application was received on January 23, 2018. Seating plan was approved by the Planning Department back in 2015 for a 152 seating compacity. Legal Notification was sent to abutters with in 300 feet of the property and posted in the Grafton News for 2 weeks, per requirements of bylaw.

## **Your Payment Has Been Approved**

**Customer Name** Hanna Briggs Restaurant Group

**License Type** Retail License Filing Fee

**Method Of Payment** Checking

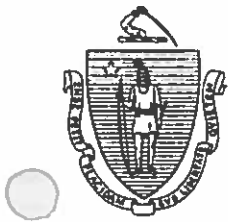
**Bank Account Number** [REDACTED]

**Your Confirmation Number Is** [REDACTED]

Exit

Make Another Payment

Print



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

**1. NAME OF PROPOSED LICENSEE** (Business Contact)

Tap & Table 198, LLC

This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

**2. RETAIL APPLICATION INFORMATION**

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer  
or the transfer of an existing license?

If transferring, please indicate the  
current ABCC license number you  
are seeking to obtain:

If applying for a new license, are you applying for this license  
pursuant to special legislation?

If transferring, by what method  
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town

Grafton

On/Off-Premises

On-Premises

TYPE

§12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

**4. APPLICATION CONTACT**

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Sargon

Middle: Kenneth

Last Name: Hanna

Title: Member of the Board of Entity

Primary Phone:

Email:

**5. OWNERSHIP**

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Hanna Briggs Restaurant Group, LLC	LLC Member	100	

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

## 6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

### Premises Address

Street Number:  Street Name:  Unit:

City/Town:  State:  Zip Code:

Country:

### Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	5000	4
Basement	2000	7

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

### Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

\* Please see last page of application for required documents based on Legal Structure \*

Entity Name:	Tap & Table 198, LLC	FEIN:	[REDACTED]
DBA:	Reunion Tap & Table	Fax Number:	
Primary Phone:	[REDACTED]	Email:	[REDACTED]
Alternative Phone:	[REDACTED]	Legal Structure of Entity	LLC

### Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	Grafton	State:	MA
Zip Code:	01519	Country:	USA

### Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	Grafton	State:	MA
Zip Code:	01519	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

### Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☐ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

### Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number

Date of Birth

Primary Phone:

Email:

Mobile Phone:

Place of Employment

Alternative Phone:

Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- ☐ Officer ☐ Sole Proprietor  
☐ Stockholder ☐ LLC Manager  
☐ LLC Member ☐ Director  
☐ Partner ☐ Landlord  
☐ Contractual ☐ Revenue Sharing  
☐ Management Agreement ☐ Other

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If ☐ please list the licenses for which you are the current or proposed manager:

Rockwell Restaurant Group, LLC  
255 Elm St, Somerville, MA 02144

Please indicate how many hours per week you intend to be on the licensed premises

### Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
10/2015 - Present Day	General Manager	Rockwell Restaurant Group, LLC	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>
9/2013 - 8/2015	General Manager	Romaine's Wood Grill and Bar	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>
4/2003 - 9/2013	Director of Operations	IAMB Inc. / ACE Brands	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>

### Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
<input type="text"/>				
<input type="text"/>				
<input type="text"/>				



# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

### Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	300,000
D. Purchase Price of Inventory	50,000
E. Initial Start-Up Costs	150,000
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	200,000

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

### Source of Cash Investment

Name of Contributor	Amount of Contribution
Elias Hanna	
Total:	500,000

### Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			

## 10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

### **ADDITIONAL SPACE**

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

We have submitted payment but there is a correction on the customer name. Please change from Hanna Briggs Restaurant Group to Tap & Table 198, LLC.

Also EIN number may reflect old name for the LLC which is Reunion Grafton, LLC. Name change in progress with IRS.

**APPLICANT'S STATEMENT**

I, Sargon Hanna the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member  
Authorized Signatory

of Tap & Table 198, LLC, hereby submit this application for RETAIL ALCOHOLIC BEVERAGES LICENSE  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date: 1/22/2018

ie:

SIGNATORY

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

### **BENEFICIAL INTEREST - Organization**

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

#### **Example:**

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Hanna Briggs Restaurant Group, LLC	FEIN:	[REDACTED]
Primary Phone:	[REDACTED]	Fax Number:	[REDACTED]
Alternative Phone:	[REDACTED]	Email:	[REDACTED]

### **Business Address**

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	Grafton	State:	MA
Code:	01519	Country:	USA

### **Mailing Address**

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	[REDACTED]	State:	[REDACTED]
Zip Code:	[REDACTED]	Country:	[REDACTED]

### **Publicly Traded**

Is this organization publicly traded? ☐ Yes ☐ No

### **Ownership / Interest**

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

**Ownership / Interest**

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

**Prior Disciplinary Action**

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(OF EXISTING LICENSE)</small>		LICENSEE NAME: Gary Benacquista	CITY/TOWN: Grafton, MA
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**APPLICANT INFORMATION**

LAST NAME: Benacquista	FIRST NAME: Gary	MIDDLE NAME: Alan
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Schenectady, NY	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: [REDACTED]	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 7"	WEIGHT: 180
EYE COLOR: Brown		
CURRENT ADDRESS:	[REDACTED]	
CITY/TOWN: Shrewsbury	STATE: MA	ZIP: 01545
FORMER ADDRESS:	[REDACTED]	
CITY/TOWN: Cambridge	STATE: MA	ZIP: 02138

**PRINT AND SIGN**

PRINTED NAME: Gary Benacquista	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
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**NOTARY INFORMATION**

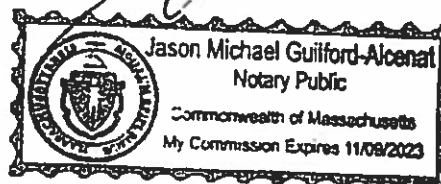
On this 19th Jan. 2018 before me, the undersigned notary public, personally appeared Gary A. Benacquista (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]  
NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJL Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 640-4834.





**This is your Official TIPS® Certification Card.**

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

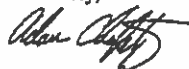
**Congratulations!**

By successfully completing the TIPS (Training for Intervention ProcedureS) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz  
President, HCI

**IMPORTANT:** Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

<b>TIPS</b>	eTIPS On Premise 2.0	SSN:	XXX-XX-XXXX
Issued:	1/28/2016	Expires:	1/28/2019
ID#:	[REDACTED]	D.O.B.:	XX/XX/XXXX

Gary A Benacquista  
Rockwell Restaurant Group  
Foundry on Elm/Saloon  
[REDACTED]

For service visit us online at [www.gettips.com](http://www.gettips.com)



Sargon Hanna  
Tap & Table 198, LLC  
[REDACTED]  
Grafton, MA 01519  
1/23/18

ABCC  
RE: Retail Alcoholic Beverages License

### **VOTE OF THE CORPORATE BOARD**

To Whom It May Concern:

On this day, January 23, 2017, Tap & Table LLC have voted to appoint Gary Benacquista as "Manager of Record" for our company's retail alcoholic beverages license.

Sincerely,



Sargon Hanna  
Authorized Signatory



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

Special Filing Instructions

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: TAP & TABLE 198, LLC

2a. Location of its principal office:

No. and Street: [REDACTED]

City or Town: GRAFTON State: MA Zip: 01519 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: [REDACTED]

City or Town: GRAFTON State: MA Zip: 01519 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO OPERATE A RESTAURANT AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOS  
E, OR ACTIVITY INCIDENTAL TO THE FOREGOING.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIAS HANNA

No. and Street: [REDACTED]

City or Town: GRAFTON State: MA Zip: 01519 Country: USA

I, ELIAS HANNA resident agent of the above limited liability company, consent to my appointment as the  
 resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ELIAS HANNA	[REDACTED]

SOC SIGNATORY	SARGON HANNA	<b>[REDACTED]</b> GRAFTON, MA 01519 USA
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**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIAS HANNA	<b>[REDACTED]</b> GRAFTON, MA 01519 USA

**9. Additional matters:**

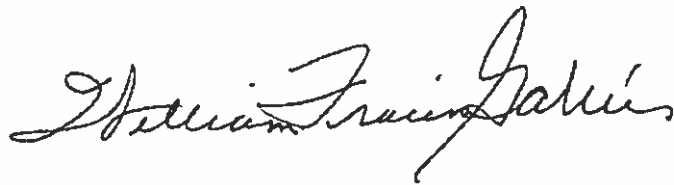
**SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of January, 2018,  
SARGON HANNA**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 22, 2018 09:36 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



January 19, 2018

Tap & Table 198, LLC  
Elias Hanna  
[REDACTED]  
Grafton, MA 01519

Dear Mr. Hanna,

This Letter Of Intent (LOI) is intended to set the basic terms under which Hanna Briggs Restaurant Group, LLC and any of its affiliates as proposed Lessee (hereinafter referred to as "Lessee") will lease from Sargon Realty, LLC as proposed Lessor (hereinafter referred to as "Lessor") a portion of the real estate, more precisely containing an area of approximately 6500 square feet more or less, located at 198 Worcester St, North Grafton, MA 01536 (the "Leased Premises").

The Purpose of the lease is so Lessee can operate a Restaurant located at the Leased Premises. It is understood that upon execution by both parties of the LOI they shall precede towards the preparation and finalization of a Lease Agreement ("Lease"). The Lease, among other items, will provide additional details regarding schedule of projected approval submission times, renovations, pay schedules and maintenance of the Restaurant and leased area. The Lease will incorporate the terms of the Letter of Intent and will contain additional terms reflecting the structure of the transaction as well as customary representations, warranties, covenants, and conditions.

The basic terms of the transaction are as follows:

1. **Property.** The Leased Premises to be leased and upon which the Restaurant will be located and operated consists of approximately of 65000 square feet of the buildings 13,000 square feet total. More specifically the leased premises is located at 198 Worcester St, North Grafton, MA 01536.
2. **Lease Agreement.** In order to begin renovations and repair of the Leased Premises the Owner will enter into a Lease which will provide that during the Lease term, the Lessee will have the right to enter and occupy all of the portions of the Leased Premises that is needed to renovate, repair, inspect and install anything necessary to build and operate a Restaurant. The Lease shall contain such terms and conditions, supplemental to this LOI as reasonably required by Lessee in order for the Lessee to engage in any activity to help with opening and operation of a Restaurant including but not limited to any licenses and permits necessary to operate or gain occupancy for a Restaurant, and to assure that its occupancy of the Leased Premises is not disturbed for the duration of the Lease Agreement by Lessor or anyone acting on Lessor's behalf.

3. **Termination of LOI/Extension Option.** This LOI shall automatically terminate in the event that the parties hereto do not execute the contemplated lease on or before three (3) months from date of the execution of this LOI. However, in the event the parties have not executed the contemplated lease within that timeframe, then, at the election of the Lessee and upon written notice of such election to the Lessor, the Lessee may extend the terms of this Letter of Intent for up to an additional three (3) months provided that the Lessee pays to the Lessor a nonrefundable onetime payment of \$1,000.00 for such extension. In the event the Lessor intends to exercise this Extension Option, Lessor shall notify Lessee, in writing of its intent to exercise such option at least seven (7) days prior to the expiration of this LOI (or prior extension then in effect) and, with such written notice, payment of the first monthly option payment in the amount reflected above.
4. **Lease Term and Rent.** The initial term of the Lease shall begin upon execution of the Lease and terminate ten (10) years from date of signing of such Lease, with three (3) renewable options of five (5) years each (such options at the election of the Lessee), each extension to be subject to its own terms and conditions as specified in the Lease Assuming the Lease is initiated by Lessee. Lessee's obligation to pay rent shall commence upon execution of the Lease. If the Lessee has not executed the Lease to the Leased Premises or otherwise extended prior to three months from the date of execution of this LOI, this LOI shall be void and of no further force and effect. Owner shall not be responsible for paying any commissions, charges, or fee in connection with the negotiation and entry into this LOI, and Lessee shall indemnify and hold Owner harmless from any commissions, fees, or charges arising from any real estate agent or broker involved in the transaction by its representation, contractors or its agents.
5. **Termination of Lease.** The terms of the Lease shall provide a reasonable period, not to exceed ninety days, at the end of the lease term, to allow removal of the Restaurant equipment and cleanup of the real property, during which period Lessee shall not be charged rent, but shall pay taxes, insurance premiums and any other holding costs related to the Leased Area.
6. **LOI Consideration.** As consideration for the terms of this LOI Lessee shall pay Lessor, the nonrefundable sum of \$5000.00 to bind the parties to the terms referenced herein.

7. **Lease Payment.** The Lessee shall pay Lessor, as lease payments, the amount agreed to in the Lease, as structured and shown in the pay table in the below. Starting at execution of the Lease, Lessee shall pay at the first of the month, the amount agreed to in Lease. The Payments shall be non-refundable except in the case of Lessor default under the Lease beyond any applicable cure period.

Period	Rate	Monthly Rent	Annual Rent
Year 1	\$16.00 Sq.Ft	\$6,666.67	\$80,000.00
Year 2	\$16.00 Sq.Ft	\$6,666.67	\$80,000.00
Year 3	\$16.50 Sq.Ft	\$6,875.00	\$82,500.00
Year 4	\$16.50 Sq.Ft	\$6,875.00	\$82,500.00
Year 5	\$17.00 Sq.Ft	\$7,083.33	\$85,000.00
Year 6	\$17.00 Sq.Ft	\$7,083.33	\$85,000.00
Year 7	\$17.50 Sq.Ft	\$7,291.67	\$87,500.00
Year 8	\$17.50 Sq.Ft	\$7,291.67	\$87,500.00
Year 9	\$18.00 Sq.Ft	\$7,500.00	\$90,000.00
Year 10	\$18.00 Sq.Ft	\$7,500.00	\$90,000.00

8. **Operation and Maintenance.** Together, Lessor and Lessee their affiliates, will be dually responsible for designing, constructing, and renovating the Leased Premises. Any monies Lessor spends on design, construction and renovation shall be repaid to him in full by Lessee. Lessor and Lessee shall make arrangements for such payback. Lessee and its affiliates will be solely responsible for operating and maintaining the Beer Hall/Restaurant and land area subject to the lease during the term of the Lease. They will also comply with all required laws, rules and regulations (Laws) regarding such designing, contracting, installing, operating, maintaining, replacing, and upgrading the Leased Premises, including but not limited to compliance with any and all local, state and federal regulations regarding food and alcohol service. At the end of the lease term, Lessee shall return the Leased Premises to the Lessor in a clean condition and in substantially the same state as at the commencement of the Lease, except if and to the extent Lessor notifies Lessee that any improvements made to the Property shall remain on the Leased Area (excluding any trade fixtures, which Lessor shall not be able to require Lessee to leave on the Leased Area).
9. **Taxes.** Lessee shall pay a portion of real property taxes levied against the Leased Premises. During the Lease Term. Lessee will be responsible for payment of any increase in its portion of real property taxes or assessments as well as for any personal property tax or assessments. Lessor agrees to cooperate with any petition submitted by Lessee pursuant to M.G.L. c.59, §38H (Acts of 1997 Chapter 164,



Section 71(b), as amended) seeking a tax payment agreement with the Town of Charlton.

10. **Financing Approvals.** Lessee's obligation under the LOI and the lease will be expressly conditioned upon Lessors ability to obtain all financing to construct the Restaurant on the Leased Premises
11. **Insurance and Indemnification.** Lessee or its agents shall, at its own expense, maintain a commercial general liability insurance policy in an amount not less than \$2,500,000.00 in combined single limit liability insurance coverage per occurrence, which coverage limit shall be reviewed and increased to correspond to market changes every five years during the lease term. Lessor shall be an insured under said policy. Lessee shall furnish the Lessor with a certificate of insurance prior to entry onto the Property. Lessee shall indemnify and hold harmless Lessor from any and all liabilities, claims, costs (including reasonable attorney's fees) expenses, actions, and penalties (collectively, Claims) arising from its actions and inactions or attributable to them at any time, in and around the Leased Area, and for any Claims arising during the Lease term, except if and to the extent due to the gross negligence or intentional wrongdoing of Lessor. This indemnity obligation shall survive any termination of the LOI or Lease.
12. **Exclusivity.** Lessor hereby agrees that Lessor will not negotiate with any party regarding the sale or lease of the Property so long as Lessee is pursuing its rights hereunder in a timely manner and the LOI has not been terminated, recognizing that this LOI is binding upon Lessee and the Lessor.
13. **Confidentiality.** Both parties of this LOI acknowledge that they are bound by a confidentially agreement that protects the confidentiality of information provided by each other and the disclosure of the terms of the LOI.
14. **Negotiation of the Option and Lease.** Both parties to the LOI shall negotiate the Lease in good faith and may each terminate the LOI only, if exercising in good faith, they are not able to agree upon the terms of the Lease within 180 days of this date. A draft of the Lease Agreement shall be furnished to the Lessee within 90 days of the execution of this LOI by all parties.
15. **Limited Binding Effect.** Both parties agree that this LOI contains sufficient terms and conditions regarding the subject matter of this LOI to be considered a binding agreement between the parties, recognizing that the Lease will contain additional provisions and terms, and subject to the termination of this LOI as provided herein.

EXECUTED as of the date first above written

LESSEE:

A handwritten signature in black ink, appearing to be 'Elias Hanna', written over a horizontal line.

Tap & Table 198, LLC  
Elias Hanna, Signatory

LESSOR:

A handwritten signature in black ink, appearing to be 'Sargon Hanna', written over a horizontal line.

Sargon Realty LLC  
Sargon Hanna, Manager.



OFFICE OF THE BOARD OF SELECTMEN  
30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
BOSGroup@grafton-ma.gov  
www.grafton-ma.gov

RECEIVED TOWN CLERK  
GRAFTON, MA

2018 JAN 30 PM 12:04

*Bruce Spinney, Chairman  
Sargon Hanna, Vice Chair  
Jennifer Thompson, Clerk  
Brook Padgett  
Craig Dauphinais*

## LEGAL NOTICE

### BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Hanna Briggs Restaurant Group, LLC, Tap & Table 198, LLC dba Reunion Tap & Table for an All Alcoholic Beverage Restaurant License.

Premise to be licensed is located at 198 Worcester St, N. Grafton MA. The premise is a 5,000 sq. ft. free standing building consisting of 1 floor and basement. The first floor has a full-service restaurant and bar area with proposed seating capacity of 200 and proposed occupancy of 230.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, February 20, 2018 beginning at 7:00 p.m.

Grafton Board of Selectmen

Bruce Spinney III, Chairman  
Sargon Hanna, Vice Chair  
Jennifer Thomas, Clerk  
Brook Padgett  
Craig Dauphinais

Publish Grafton News  
February 1<sup>st</sup> & 8<sup>th</sup>, 2018  
Town Bulletin Board



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD  
GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1165 • FAX (508) 839-4602  
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JAN 23 2018

**GRAFTON  
ASSESSORS**

**BOARD OF ASSESSORS**

## Request for Abutters List

Date of Request: 1/23/18

Date List Needed: ASAP

Requested by: Nicole Larson

Phone: 508-839-5335 x 1180

Name of Property Owner: Sargon Realty, LLC

Street Address of Property: 198 Worcester St

Map: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

### REASON FOR LIST:

Hearing before the Zoning Board of Appeals Yes \_\_\_\_\_ No \_\_\_\_\_

Hearing before the Planning Board Yes \_\_\_\_\_ No \_\_\_\_\_

Hearing before the Conservation Commission Yes \_\_\_\_\_ No \_\_\_\_\_

Other: Board of Selectmen - Liquor License

### REASON FOR HEARING - (please check)

Variance \_\_\_\_\_ Scenic Road \_\_\_\_\_ Title 5 \_\_\_\_\_ Special Permit \_\_\_\_\_ Subdivision \_\_\_\_\_

Other: App. for a Retail Alcoholic Beverages License

### RADIUS FOR ABUTTERS - (please check one)

Immediate \_\_\_\_\_ 300 Feet ☒ Upon, along, across or under: \_\_\_\_\_

### LABELS

Two Sets of Labels will be provided if needed: Yes ☒ No \_\_\_\_\_  
(Planning Board requires 2 sets of Labels)

**Office Use Only**  
Date List Prepared: 1-23-18 Address Labels Prepared: 1-23-18

Fee Charged: \$ 25.00 Amt. Paid: \_\_\_\_\_ \$ Date: \_\_\_\_\_

Check: # \_\_\_\_\_ Cash: \$ \_\_\_\_\_ Money Order: \$ \_\_\_\_\_

Property ID	110/026.0-0000-0081.0
Location	198 WORCESTER STREET
Owner	SARGON REALTY LLC



MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town of Grafton, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 6/1/2017  
Properties updated 12/22/2016

1/23/2018

198 Worcester Road

Map 026 Lot 081



Kenneth M. O'Brien,  
Data Collector

ID	Site Address	Owner Name	Co-Owner Name	Owner Address	Owner City	Owr Owner Book	Page
110/026.0-0000-0060.0	9 BEVERLY ROAD	PAVASARIS MEGHAN DYER	PAVASARIS CHRISTOPHER	9 BEVERLY ROAD	N GRAFTON	MA 01536-53115	86
110/026.0-0000-0070.0	4 JORDAN TERRACE	SULLIVAN SHIRLEY P	LIFE ESMCHUGH PATRICIA A SULLIVAN	4 JORDAN TERRACE	N GRAFTON	MA 01536 43337	350
110/026.0-0000-0071.0	2 JORDAN TERRACE	REILLY ALEXANDRA J		2 JORDAN TERRACE	N GRAFTON	MA 01536 55622	358
110/026.0-0000-0072.0	1 JORDAN TERRACE	LEAVENS PAMELA J		1 JORDAN TERRACE	N GRAFTON	MA 01536 54155	160
110/026.0-0000-0073.0	3 JORDAN TERRACE	FARRAR CLAYTON M	BAIR VIRGINIA M	3 JORDAN TERRACE	N GRAFTON	MA 01536 43261	185
110/026.0-0000-0079.0	2 BEVERLY ROAD	LALIBERTE FRANCIS E	LALIBERTE JUNE M	2 BEVERLY ROAD	N GRAFTON	MA 01536-14712	153
110/026.0-0000-0080.0	206 WORCESTER STREE	SARGON REALTY LLC		58 BRIGHAM HILL ROAD	GRAFTON	MA 01519 54121	393
110/026.0-0000-0081.0	198 WORCESTER STREE	SARGON REALTY LLC		58 BRIGHAM HILL ROAD	GRAFTON	MA 01519 53416	31
110/026.0-0000-0082.0	194 WORCESTER STREE	SNYDER JOHN R	SNYDER KIMBERLY A	194 WORCESTER STREE	N GRAFTON	MA 01536 21474	193
110/026.0-0000-0083.B	192 WORCESTER STREE	SLIK SHANON M	SLIK STEAN S	192 WORCESTER STREE	N GRAFTON	MA 01536 54026	264
110/026.0-0000-0089.0	6 SUNSET LANE	PALMER J BRIAN		6 SUNSET LANE	N GRAFTON	MA 01536 46473	298
110/026.0-0000-0090.0	4 SUNSET LANE	CHASE TRISHA A		4 SUNSET LANE	N GRAFTON	MA 01536 48592	387
110/026.0-0000-0091.0	18 BEVERLY ROAD	KARLS AMY L	KARLS MICHAEL P	18 BEVERLY ROAD	N GRAFTON	MA 01536 39215	351
110/026.0-0000-0092.0	16 BEVERLY ROAD	MOLLENHAUER KIMBERLY J	SCHORTMANN MARK D	16 BEVERLY ROAD	N GRAFTON	MA 01536 39298	156
110/026.0-0000-0093.0	14 BEVERLY ROAD	ESRICH WILLIAM P		14 BEVERLY ROAD	N GRAFTON	MA 01536 52744	353
110/026.0-0000-0094.0	12 BEVERLY ROAD	MORONEY CLAIRE E		12 BEVERLY ROAD	N GRAFTON	MA 01536-33981	21
110/026.0-0000-0095.0	10 BEVERLY ROAD	KHOV CHHUNMOY	PHIN MENG SUY	10 BEVERLY ROAD	N GRAFTON	MA 01536 55738	97
110/026.0-0000-0096.0	8 BEVERLY ROAD	PEPI JOHN J JR	PEPI LUDIMILLA M F	8 BEVERLY ROAD	N GRAFTON	MA 01536 55051	209
110/026.0-0000-0097.0	6 BEVERLY ROAD	SULLIVAN ASHLEY	SULLIVAN PATRICK	6 BEVERLY ROAD	N GRAFTON	MA 01536 55573	75
110/026.0-0000-0098.0	4 BEVERLY ROAD	LASKEY CHRISTINE V		4 BEVERLY ROAD	N GRAFTON	MA 01536-35698	285
110/026.0-0000-0099.0	207 WORCESTER STREE	GRAFTON LAND TRUST INC		PO BOX 114	GRAFTON	MA 01519 29699	100
110/026.0-0000-0100.0	197 WORCESTER STREE	PATEL JEEGNESH & PARIMAL	MAHENDRA REALTY TRUST	8 ARROWHEAD LANE	WESTBOROUGH	MA 01581 43182	115
110/026.0-0000-0108.0	204 WORCESTER STREE	ROUFAIL NABIL E TRUSTEE	ROBERTSON REALTY TRUST	7 DEER RUN	CHARLTON	MA 01507 50828	302
110/026.0-0000-0109.0	202 WORCESTER STREE	SCHOFIELD LOUISE R		25 SAXON LANE	SHREWSBURY	MA 01545 26515	205
110/026.0-0101-0083.A	1 HOVEY POND DRIVE	ROCCANTI EDWARD J II	ROCCANTI KRISTEN	1 HOVEY POND DRIVE	N GRAFTON	MA 01536 56587	310
110/026.0-0101-0101.0	1 NORTHGATE COURT	ALAN MARIE B		1 NORTHGATE COURT	N GRAFTON	MA 01536 51839	191
110/026.0-0101-0103.0	2 AIRPORT ROAD	SEARLE EVAN N	SEARLE ZURY P	2 AIRPORT ROAD UNIT 1	N GRAFTON	MA 01536 55377	146
110/026.0-0102-0083.A	3 HOVEY POND DRIVE	BILODEAU CHRISTOPHER A	BILODEAU KADIE	3 HOVEY POND DRIVE	N GRAFTON	MA 01536 36353	233
110/026.0-0102-0101.0	3 NORTHGATE COURT	CELESTINO GEOFFREY W	CELESTINO SARAH	226 MAGILL DRIVE	GRAFTON	MA 01519 24538	396
110/026.0-0102-0103.0	2 AIRPORT ROAD	HEGEDUS JUSTIN		2 AIRPORT ROAD UNIT 2	N GRAFTON	MA 01536 51430	149
110/026.0-0103-0083.A	5 HOVEY POND DRIVE	HOGAN LOIS A		5 HOVEY POND DRIVE	N GRAFTON	MA 01536 37437	336
110/026.0-0103-0101.0	5 NORTHGATE COURT	KING CHERYL L		5 NORTHGATE COURT	N GRAFTON	MA 01536 24473	274
110/026.0-0103-0103.0	2 AIRPORT ROAD	MASCIARELLI VICTOR J		2C AIRPORT ROAD	N GRAFTON	MA 01536 24339	123
110/026.0-0104-0083.A	7 HOVEY POND DRIVE	TURPIN GEORGE A JR		7 HOVEY POND DRIVE	N GRAFTON	MA 01536 38453	120
110/026.0-0104-0103.0	2 AIRPORT ROAD	CHARTIER GERALD P	CHARTIER MARTHA E	2 AIRPORT ROAD	N GRAFTON	MA 01536-29366	280
110/026.0-0105-0083.A	9 HOVEY POND DRIVE	MAK WARREN L	MAK CATHERINE	9 HOVEY POND DRIVE	N GRAFTON	MA 01536 39291	341
110/026.0-0105-0103.0	2 AIRPORT ROAD	CARABBA JANICE M		2 AIRPORT ROAD UNIT 5	N GRAFTON	MA 01536 55559	161
110/026.0-0106-0083.A	11 HOVEY POND DRIVE	CLAYBROOK CAROL	CLAYBROOK DONALD	11 HOVEY POND DRIVE	N GRAFTON	MA 01536 55582	389
110/026.0-0107-0083.A	13 U-7 HOVEY POND DRIV	FULLER JOSHUA A	FULLER MICHELLE M	29 MAGNOLIA LANE	N GRAFTON	MA 01536 36412	354
110/026.0-0108-0083.A	15 U-8 HOVEY POND DRIV	BOCK MICHAEL A	BOCK MICHELE L	15 HOVEY POND DRIVE	N GRAFTON	MA 01536 39440	39
110/026.0-0109-0083.A	17 U-9 HOVEY POND DRIV	MINARDI LOIS TRUSTEE	MINARDI FAMILY TRUST	17 HOVEY POND ROAD	N GRAFTON	MA 01536 51019	118
110/026.0-0110-0083.A	19 HOVEY POND DRIVE	MCKEON KEVIN		19 HOVEY POND DRIVE	N GRAFTON	MA 01536 55828	82
110/026.0-0111-0083.A	21 HOVEY POND DRIVE	MCCABE ANITA E		21 HOVEY POND DRIVE	N GRAFTON	MA 01536-29709	259
110/026.0-0112-0083.A	23 HOVEY POND DRIVE	JASPER PAUL A	PAULA A JASPER FAMILY TRU	23 HOVEY POND DRIVE	N GRAFTON	MA 01536-58174	70
110/026.0-0201-0083.0	2 U-1 HOVEY POND DRIVE	BISTANY DONALD R	PHAM TINA	2 HOVEY POND DRIVE	N GRAFTON	MA 01536 57873	198
110/026.0-0202-0083.0	4 HOVEY POND DRIVE	RICHERT TRACY S		4 HOVEY POND DRIVE	N GRAFTON	MA 01536 54054	48
110/026.0-0203-0083.0	6 HOVEY POND DRIVE	LEDERER KELLY A		6 HOVEY POND DRIVE	N GRAFTON	MA 01536 27172	177
110/026.0-0204-0083.0	8 HOVEY POND DRIVE	GILL JOHANNE C TRUSTEE	GILL ONE FAMILY TRUST	8 HOVEY POND DRIVE	N GRAFTON	MA 01536 26296	394
110/026.0-0204-0101.0	7 NORTHGATE COURT	ROSSETTI RIHARD A	DESCHENES-ROSSETTI JOYC	7 NORTHGATE COURT	N GRAFTON	MA 01536 55261	50
110/026.0-0205-0083.0	10 U-5 HOVEY POND DRIV	DELLEA-POLIS CATHERINE		10 HOVEY POND DRIVE	N GRAFTON	MA 01536 52595	317
110/026.0-0205-0101.0	9 NORTHGATE COURT	SHARMA CHINMAY		9 NORTHGATE COURT	N GRAFTON	MA 01536 56636	52

1/23/2018

198 Worcester Road

Map 026 Lot 081

  
Kenneth M. O'Brien,  
Data Collector

110/026.0-0206-0083.0	12 HOVEY POND DRIVE	BURRA GIRIDHAR	CHIKKAM SHYAMALA	12806 ROSE GROVE DRIVE HERDON	VA 20171 49881	93
110/026.0-0206-0101.0	11 NORTHGATE COURT	GIGARGIAN BRUCE P TRUSTE	NORTHGATE UNIT REALTY TF	169 SOUTH MAIN STREET SHERBORN	MA 01770 55029	390
110/026.0-0206-0103.0	2 AIRPORT ROAD	CORBIN CLAIRE		2 AIRPORT ROAD UNIT 6 N GRAFTON	MA 01536 41459	258
110/026.0-0207-0083.0	14 HOVEY POND DRIVE	SHEA MARIANNE	C/O MARIANNE RIGO	14 HOVEY POND DRIVE N GRAFTON	MA 01536-36120	175
110/026.0-0207-0103.0	2 AIRPORT ROAD	KHAN MUBASHAR A		2 AIRPORT ROAD UNIT 2 N GRAFTON	MA 01536 52487	3
110/026.0-0208-0083.0	16 HOVEY POND DRIVE	THOMAS PAIGE D		16 HOVEY POND DRIVE N GRAFTON	MA 01536 51998	148
110/026.0-0208-0103.0	2 AIRPORT ROAD	PEREIRA MARIZE A		2 AIRPORT ROAD UNIT 8 N GRAFTON	MA 01536 56905	95
110/026.0-0209-0083.0	18 U-9 HOVEY POND DRIVE	GIRHOTRA PRATEEK		18 HOVEY POND DRIVE N GRAFTON	MA 01536 54098	122
110/026.0-0209-0103.0	2 AIRPORT ROAD	MCCONVILLE NOREEN E		2 AIRPORT ROAD N GRAFTON	MA 01536-18096	86
110/026.0-0210-0083.0	20 HOVEY POND DRIVE	COX DAVID P		20 HOVEY POND DRIVE N GRAFTON	MA 01536 48855	154
110/026.0-0210-0103.0	2 AIRPORT ROAD	LONGENBAKER CHRISTOPHE	LONGBAKER MELISSA C	2 AIRPORT ROAD UNIT 1 N GRAFTON	MA 01536 47125	231
110/026.0-0211-0083.0	22 U-11 HOVEY POND DRIVE	ROONEY ELIZABETH D		22 HOVEY POND DRIVE N GRAFTON	MA 01536 47385	268
110/026.0-0211-0103.0	2 AIRPORT ROAD	REZZUTI WILLIAM EDWARD		2 AIRPORT ROAD UNIT 1 N GRAFTON	MA 01536 55441	215
110/026.0-0212-0083.0	24 HOVEY POND DRIVE	MARTINEZ KEVIN		24 HOVEY POND DRIVE N GRAFTON	MA 01536 52492	25
110/026.0-0307-0101.0	13 NORTHGATE COURT	RAPHAEL NORMAN F	RAPHAEL MARTHA J	13 NORTHGATE COURT N GRAFTON	MA 01536 57302	313
110/026.0-0308-0101.0	15 NORTHGATE COURT	GEMELLI VICTOR M	GEMELLI GERTRUDE M	15 NORTHGATE COURT N GRAFTON	MA 01536 24639	231
110/026.0-0309-0101.0	17 NORTHGATE COURT	GROSSMAN MICHAEL J	GROSSMAN CAROL	17 NORTHGATE COURT N GRAFTON	MA 01536 24524	102
110/026.0-0410-0101.0	12 NORTHGATE COURT	PUTNAM CALE C	PUTNAM ELIZABETH	12 NORTHGATE COURT N GRAFTON	MA 01536 53088	399
110/026.0-0411-0101.0	14 NORTHGATE COURT	OLMEDI STEPHEN A	MURPHY KATHERINE A	14 NORTHGATE COURT N GRAFTON	MA 01536 56004	245
110/026.0-0412-0101.0	16 NORTHGATE COURT	COPMAN SANDRA		16 NORTHGATE COURT N GRAFTON	MA 01536 34900	153
110/026.0-0513-0101.0	18 NORTHGATE COURT	BRENNAN ELIZABETH		18 NORTHGATE COURT N GRAFTON	MA 01536 52548	289
110/026.0-0514-0101.0	20 NORTHGATE COURT	KANG JIESHENG	ZHANG JIE	20 NORTHGATE COURT N GRAFTON	MA 01536 58048	299
110/026.0-0515-0101.0	19 NORTHGATE COURT	ARMY LAWRENCE F	ARMY MARY ELLEN	19 NORTHGATE COURT N GRAFTON	MA 01536 53916	271
110/026.0-0516-0101.0	21 NORTHGATE COURT	DORSETT TERRY W	DORSETT KAREN A	21 NORTHGATE COURT N GRAFTON	MA 01536 55612	159
110/026.0-0617-0101.0	22 NORTHGATE COURT	FLYNN SUSAN		16 BOWMAN LANE WESTBOROUGH	MA 01581 55704	111
110/026.0-0618-0101.0	24 NORTHGATE COURT	MORRIS JOAN S	MORRIS DONALD R	24 NORTHGATE COURT N GRAFTON	MA 01536 25562	293
110/026.0-0619-0101.0	23 NORTHGATE COURT	COHEN RACHEL L		23 NORTHGATE COURT N GRAFTON	MA 01536 54819	177
110/026.0-0620-0101.0	25 NORTHGATE COURT	COHEN BETH J		25 NORTHGATE COURT N GRAFTON	MA 01536 55348	327
110/035.0-0000-0020.E	7 MASON DRIVE	CASS RICHARD A JR	CASS SUSAN E	7 MASON DRIVE N GRAFTON	MA 01536-31461	133

**ITEM 2A: RESIGNATIONS: VOTE TO ACCEPT – DAN MAHONEY –  
MECHANIC – DEPARTMENT OF PUBLIC WORKS**

I MOVE the Board vote to accept the resignation of Dan Mahoney,  
Department of Public Works Mechanic.

**NOTES:**

Dan was appointed to the position in September of 2014. His resignation  
was received February 14, 2018.



**GRAFTON**  
Massachusetts

Kevin Gallagher <gallagherk@graffon-ma.gov>

**Dan mahoney**

2 messages

**Daniel Mahoney** <mahoneyprojectsolutions@gmail.com>  
To: gallagherk@graffon-ma.gov

Wed, Feb 14, 2018 at 6:50 AM

To whom it may concern:

I Daniel Mahoney am resigning from my job at the DPW as of March 2,2018.

**Daniel Mahoney** <mahoneyprojectsolutions@gmail.com>  
To: gallagherk@graffon-ma.gov

Wed, Feb 14, 2018 at 6:51 AM

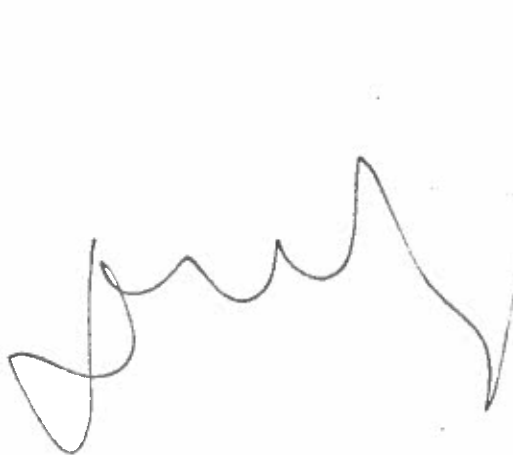
----- Forwarded message -----

From: "Daniel Mahoney" <mahoneyprojectsolutions@gmail.com>  
Date: Feb 13, 2018 3:16 PM  
Subject: Dan mahoney  
To: <gallagherk@graffon.ma.gov>  
Cc:

To whom it may concern,

I Daniel Mahoney am resigning from my job at the Town of Grafton DPW as of March 2, 2018.

Daniel Mahoney  
Northbridge, Ma



2-14-18

**ITEM 4A: VOTE TO SIGN – CONTRACT FOR RT. 30 SEWER LINE –  
CDM SMITH**

I MOVE the Board vote to sign the contract for Westboro Road Sewer Extension – Preliminary Design with CDM Smith, Inc.

**NOTES:**

TA will provide a memo on the contract via email as it becomes available.

**TANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of February 20<sup>th</sup>, 2018 between Town of Grafton ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: Westboro Road Sewer Extension - Preliminary Design (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

**ARTICLE 1 – SCOPE OF SERVICES**

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

**ARTICLE 2 – TIMES FOR RENDERING SERVICES**

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

**ARTICLE 3 – OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
  - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
  - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
  - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

#### ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care  
The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

5.4.8 Engineer's services do not include providing legal advice or representation.

5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

### 5.5.1 For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. by Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

### 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

### 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

## 5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

## 5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

## 5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

## 5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

#### 5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

#### 5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the



portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost - ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit .

6.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. C-700) of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

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♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.12 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

**ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

---

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: Bruce W. Spinney III  
Title: Chair

By: Michael Walsh, P.E.  
Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Sargon Hanna  
Title: Vice Chair

By: Jennifer Thomas  
Title: Clerk

By: Brook Padgett

By: Craig Dauphinais

Address for giving notices:

30 Providence Road  
Grafton, MA 01519

Address for giving notices:

75 State Street  
Boston, MA 02109

**EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated February 20<sup>th</sup>, 2018, between Town of Grafton (OWNER) and CDM Smith Inc. (ENGINEER) for professional services related to the Westboro Road Sewer Extension - Preliminary Design.

**1.0 ENGINEER'S SERVICES**

**TASK 1 - SURVEY**

ENGINEER shall procure a subcontractor to develop a topographic and utility survey of the Westboro Road sewer extension area and oversee and coordinate all aspects of the subcontractor's work. The approximate location and limits of the project area are shown in the attached Figure 1. Specific survey-related tasks include:

- A. Undertake research to obtain copies of benchmarks established by the Massachusetts Geodetic Survey (MGS) within, or immediately adjacent to, the project limits.
- B. Perform GPS observations at the ground control points using Trimble R8 and/or R10 GNSS geodetic receivers. The horizontal datum will be North American Datum of 1983 (NAD83) and the vertical datum will be the North American Vertical Datum of 1988 (NAVD88).
- C. Undertake research to obtain information concerning the location, size and material of private and municipal utilities (including gas, electric, telephone, water and drain). Compile the location of underground utilities based on surface evidence and available record drawings.
- D. Perform field surveys that will be based on the control network described in Paragraph B using Trimble electronic total station instruments and/or GPS receivers to locate surface evidence of utility structures and features, including manholes, catch basins, culverts, in-line water and gas valves, rim elevations of drainage structures and to obtain sill elevations of buildings in the project area. Generally, service valves for water and gas mains will not be located as part of this survey. In addition, invert elevations will be determined by direct field measurement for the drainage structures and pipelines. Temporary benchmarks will be established within the project limits at approximately 500 foot intervals.
- E. Prepare topographic mapping at a scale of 1"=40' with 1-foot contours generated from a digital terrain model (DTM) of a 100-foot wide band centered on the roadway layout. The total distance to be mapped is approximately 2,500 linear feet. The details to be shown shall include the roadway, driveways, sidewalks, buildings, structures, bridges, fences, walls, mail boxes, visible structures, parking areas, road markings, signs, drainage features, isolated trees and wooded areas. Property lines will be obtained from assessor's maps and will be digitized into the mapping files.
- F. Costs for police details required during performance of the drilling program shall be paid directly by the OWNER and are not part of this Agreement.

## **TASK 2 – PRELIMINARY (25%) DESIGN**

ENGINEER shall prepare Preliminary Design drawings of the proposed sewer extension in AutoCAD using the base plans developed under Task 1. The proposed sewer extension consists of approximately 2,500 linear feet of 8-in diameter gravity sewer, which will connect to a downstream sewer manhole to be designed and installed as part of a separate project. A total of three sewer design sheets showing plan view only at a scale of 1"=40' are anticipated. Sewer profiles will not be prepared under this phase of the project. It is assumed that the sewer extension alignment will be within the paved surface of Route 30, and will not require easements from private properties. ENGINEER will perform research (MassGIS data, MassDOT records, well construction information, prior Town projects, etc.) to obtain any available information related to the depth of bedrock in the vicinity of the proposed sewer extension to assist in the development of a cost estimate.

## **TASK 3 – PERMITTING REVIEW**

Based on the proposed sewer extension alignment and limits, ENGINEER will evaluate and identify applicable permitting requirements for construction of the new sewer. For natural resource permitting, the existing conditions mapping obtained under Task 1 and state GIS information will be used to identify any potential wetland resource areas located within close proximity of the proposed sewer extension. A formal wetlands delineation will not be performed during this task; however, approximate wetland locations based on a review of available information will be evaluated and included in the permitting review and identification. The permitting review will also include identification of any cultural permitting issues, including historical and archaeological requirements. Permits to be considered include, but are not limited to, Order of Conditions from the Grafton Conservation Commission and Project Notification Form to Massachusetts Historical Commission. Permit applications will not be prepared/submitted under this task. Permits required for construction of the sewer extension will only be identified in order to ensure that they are considered in the cost estimate for the project.

## **TASK 4 – COST ESTIMATE**

ENGINEER will prepare an Opinion of Probable Construction Cost estimate based on the Preliminary (25%) Design drawings using data from comparable publicly bid projects and will include provisions for site-specific issues as well as appropriate contingencies.

**This agreement does not include Final Design, Bidding Phase, and Construction Phase tasks, but these tasks could be added by future amendment to the Agreement.**

## **2.0 OWNER'S RESPONSIBILITIES**

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
  - 2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
  - 2.1.2 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
  - 2.1.3 Property descriptions;
  - 2.1.4 Zoning, deed and other land use restrictions; and
  - 2.1.5 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.3 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.4 Provide, as may be required for the Project:
  - 2.4.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 2.4.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
  - 2.4.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.5 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
  - 2.5.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
  - 2.5.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.6 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.7 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.



- 2.8 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.9 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.10 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.11 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.12 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

The preliminary design and associated Opinion of Probable Construction Cost estimate will be completed within 3 months of receiving an executed agreement or written authorization to proceed with work.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER a cost plus fee (CPF) amount not to exceed \$40,000. The CPF amount shall consist of all direct and indirect costs as described below incurred in or directly attributable to the performance of the services plus a fee.

Direct Costs

- a. Direct Labor Cost. The ENGINEER shall be compensated for the services of its personnel on the basis of direct labor cost (chargeable salaries without fringe benefits) as incurred by the ENGINEER's personnel for the time such personnel are directly utilized on the work. The salaries of any personnel assigned are subject to modification by the ENGINEER throughout the term of this Agreement as part of scheduled company-wide personnel evaluation.
- b. Travel Expenses and Subsistence. The ENGINEER shall be paid actual costs of travel expenses including air fare, automobile rental, if required, mileage charges, parking, tolls, and taxi, lodging, and subsistence where such expenses are directly related to the performance of the work.
- c. Other Incidental Direct Costs. The cost of other services as may be required hereunder, but which are not normally included as part of the overhead of the ENGINEER, shall be reimbursed to the ENGINEER. Such other services as required to complete this Agreement may include but are not limited to the following: printing costs, reproduction costs, laboratory analysis charges, field equipment rental charges, mailing, shipping costs and special equipment procurement.
- d. For work done by subcontractor or consultants, at the actual cost to the ENGINEER of such services.

### Indirect Cost

Overhead and Fringe Benefits. In addition to the payments as hereinbefore provided, the OWNER agrees to pay to the ENGINEER for overhead and fringe benefits (expressed as a factor times direct labor costs) incurred by the ENGINEER during the life of this Agreement. The provisional indirect cost rate factor shall be one hundred and seventy five and eighty-six tenths percent (175.86%) of all direct labor costs of employees of the ENGINEER.

### Fee

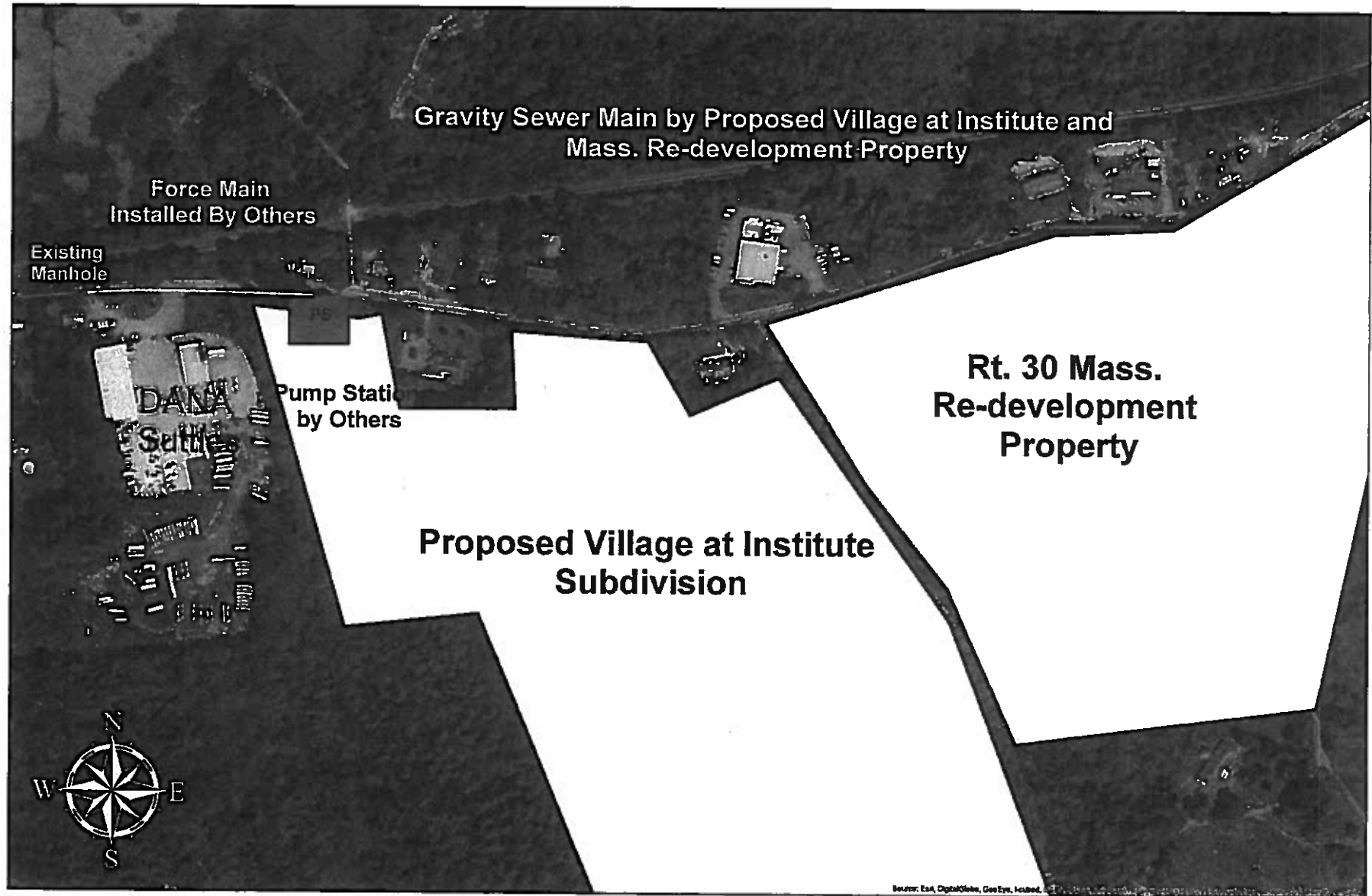
The OWNER agrees to pay the ENGINEER a fee based on ten percent (10%) of the sum of Direct Labor and Indirect Costs and to make monthly partial payments of the fixed fee in proportion to the cost of services rendered.

## 5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

The information developed under this agreement will be used by the Town as part of an application for economic development funding. Other than the preliminary design information described under Section I of this Exhibit A, information required for the funding application will be developed by others.

**Figure 1 -- Conceptual Sewer Layout Rt. 30**



This map was created by The Town of Grafton Sewer Department. All boundary lines and infrastructure are approximate. Not for Design.

**ITEM 4B: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE  
– MARCH 24, 2018 – TOUCHSTONE SCHOOL**

AMENDED MOTION:

I MOVE the Board vote to approve the One Day **All Liquor License** for March 24, 2018 for the Touchstone School.

**NOTES:**

Kathleen Little will be attending the meeting. The license is being request for a Festive Cocktail Part to honor the 35 years of Growth the School has accomplished. All necessary documentation has been requested and applicant has been informed they need to contact Town of Upton as well.

Touchstone Community School  
Company Name:

DATE:

2/9/2018

**RECEIVED**

FEB 9 9 2018

BOARD OF SELECTMEN  
GRAFTON, MA

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

**SPECIAL NOTICE.** If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

Saturday March 24, 2018  
Date(s) of Function

54 Leland Street Grafton MA  
Location of Function  
01519

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original (X) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victualers (\$25)     |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | (X) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Business Name: Kathleen Little Touchstone Community School

License in name of: Touchstone Community School

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Business Address: 54 Leland Street

Grafton MA 01519

Phone No.: [REDACTED]

Residence: \_\_\_\_\_

Phone No. \_\_\_\_\_

Signature of Applicant:

Kathleen Little

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Touchstone Community School  
(Print) Name (of individual or Corporation as applicable)

54 Leland Street  
Street Address

Grafton MA 01519  
City/Town State Zip Code

Touchstone Community School [Signature]  
\* Signature of Individual or Re: Corporate Officer  
Corporate Name (mandatory) (mandatory, if applicable)

[Redacted]  
\*\* Social Security No. (voluntary) or  
Federal Identification Number

\* This license will not be issued unless this certification clause is signed by the applicant.

\*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 2/9/18

**Next Scheduled Meetings of the Selectmen**

**ASHLEY L DONNELLY, IN MILLBURY MA USA****Course****Dates****Cert. #****TIPS On Premise**

Trained: 11/07/2015

Expires: 11/07/2018

**4124654**[Return to Lookup](#)**Training for Intervention Procedures**Kimberly Golenski  
*Certified Instructor*

908-987-1176

kim@tips123.com

Trainer #45375





**HAPPY BIRTHDAY to US!**

**Touchstone Community School  
Celebrates our Roots  
& Plants Seeds for the Future**

**Please join us at a  
Festive Cocktail Party  
to honor  
Our Founders & 35 Years of Growth**

**Saturday, March 24, 7-10 pm  
Touchstone Community School  
54 Leland Street  
Grafton, MA 01519**

**hors d'oeuvres, dessert, and cash bar  
RSVP by March 10th  
\$35 per person (\$40 after March 10th)**

**To purchase tickets online, please go to  
[touchstoneschool.com/events/birthday](http://touchstoneschool.com/events/birthday)  
or purchase by check to TCS.**

**We would like to build an accurate and complete  
Touchstone Community List. If you are unable to attend,  
please go to [touchstoneschool.com/events/birthday](http://touchstoneschool.com/events/birthday)  
to update your information. Thank you!**

*invitation by Sara Miller, TCS '06, CSW'10, RISD '14 [sarazievemiller.com](http://sarazievemiller.com)*

**ITEM 4C: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE  
– March 23, March 30, April 28, May 5, 2018 – CUMMINGS SCHOOL OF  
VETERINARY MEDICINE; TUFTS UNIVERSITY**

I MOVE the Board vote to approve the One Day Beer and Wine License for March 23, March 30, April 28 and May 5, 2018 for the Cummings School Of Veterinary Medicine; Tufts University.

**NOTES:**

Barbara Berman will be attending the meeting. 4 applications have been received with supporting documents. Details are as follows:

March 23: Cummings International Dinner in the Administration Building

March 30: Networking Event in the Elms Cafe

April 28: Spanish Club Salsa Night in the Elms Cafe

May 5: Veterinary Olympics on the Phelps Field

Cummings International Dinner

Cummings School of Veterinary Medicine  
Nfts University  
Company Name:

DATE: 2/13/18

RECEIVED

FEB 13 2018

BOARD OF SELECTMEN  
GRAFTON, MA

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

3/23/18

Date(s) of Function

Cummings School Administration Building  
Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary  
200 Westford Road Medicine  
North Grafton, MA 01536

Phone No.: \_\_\_\_\_

Residence: N/A

Phone No. N/A

Signature of Applicant:

*Barbara Berman*

PLEASE COMPLETE THE REVERSE SIDE

## **Cummings School of Veterinary Medicine**

### **INTERNATIONAL DINNER AND DRINKS**

**March 23, 2018**

**Administration Building**

International Dinner and Drinks is the annual fundraiser for the Veterinarians for Global Solutions. Veterinarians for Global Solutions (VGS) is a student club dedicated to promoting the international exchange of veterinary skills, education, and knowledge. The principal goal is providing opportunities for veterinary students to undertake education in important areas outside their standard areas of training. We focus on awarding scholarships to students completing clinical, laboratory, or field projects with veterinarians, institutions, and students abroad. Our annual International Dinner and Drinks fundraiser will take place on March 23rd, 2018. This event will be open to the entire Tufts student body, faculty and staff, and the night will include music, and a potluck dinner featuring international foods and drinks.

# Cummings Student Networking Event

Cummings School of Veterinary Medicine

DATE: 2/13/18

Nfts University

Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

**SPECIAL NOTICE.** If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

3/30/18

Date(s) of Function

Cummings Elms Cafe'

Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary Medicine  
200 Westboro Road  
North Grafton, MA 01536

Phone No.: [REDACTED]

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bm Bm

PLEASE COMPLETE THE REVERSE SIDE

# Cummings School of Veterinary Medicine

## NETWORKING EVENT

March 30, 2018

Elms Café

**Networking Event:** This is an evening event where veterinary students can network with clinicians from the Tufts Cummings hospitals on campus as well as veterinarians from area practices. Appetizers will be served, as well as wine (if approved).

# Cummings Spanish Club Salsa Night

Cummings School of Veterinary Medicine  
Tufts University  
Company Name:

DATE: 2/13/18

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

4/28/18  
Date(s) of Function

Cummings Elms Cafe  
Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary  
200 Westford Road Medicine  
North Grafton, MA 01536

Phone No.: [REDACTED]

Residence: N/A

Phone No. N/A

Signature of Applicant:

*Barbara Berman*

PLEASE COMPLETE THE REVERSE SIDE

## **Cummings School of Veterinary Medicine**

### **SPANISH CLUB SALSA NIGHT**

**April 28, 2018**

**Elms Café**

Spanish Club will try to relieve some of the spring semester's finals stress by holding a fun night of tapas and salsa! Tumbao Latin Dance will give us an hour of instruction in salsa dancing and then their team will perform to show us how to properly salsa in full costume. We'll also have empanadas, other tapas and a small selection of beer and wine available.



# Veterinary Olympics

Cummings School of Veterinary Medicine  
Nfts University  
Company Name:

DATE: 2/13/18

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

5/5/18  
Date(s) of Function

Cummings Phelps Field  
Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Peddler (\$25.00)  | ( ) Common Victuallers (\$25)    |
| ( ) Pool Room, _____ tables at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | (X) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary  
200 Westboro Road  
North Grafton, MA 01536

Phone No.: [REDACTED]

Residence: N/A

Phone No. N/A

Signature of Applicant:

*Barbara Berman*

PLEASE COMPLETE THE REVERSE SIDE

# Cummings School of Veterinary Medicine

## VETERINARY OLYMPICS

May 5, 2018

Phelps Field

**Vet Olympics:** This event is a day of field games where teams of six compete against each other. Students, faculty, and staff will participate, and family members and friends are welcome to attend and join a team. After the game the participants stay for a barbeque (which will include beer and wine if approved).



# January, 1911

*Journal of Management Education* 30(6)



Date of Ex



**eTIPS On Premise 3.0 CERTIFIED**

**Issued: 3/14/2017**

**Expires: 3/14/2020**

**ID#: 4478850**

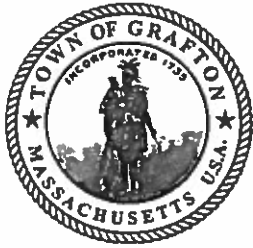
**Jean M Sagerian**

**[REDACTED]**  
**[REDACTED]**

**For service visit us online at [www.gettips.com](http://www.gettips.com)**

**ITEM 4D: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE**  
**– March 18, 2018 – VETERANS OF FOREIGN WARS**

I MOVE the Board vote to approve the One Day Beer and Wine License for March 18, 2018 for the Veterans of Foreign Wars (VFW).



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

RECEIVED

FEB 12 2018

BOARD OF SELECTMEN  
GRAFTON, MA

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

3/18/2018  
Date(s) for one day events

25 Main St So. Grafton  
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |   |  |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100)   | <input type="checkbox"/> Music (\$10)                          |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00)  | <input type="checkbox"/> Common Victuallers (\$25)             |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each   | <input type="checkbox"/> Innholders (\$25)                     |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each   | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) |
| <input type="checkbox"/> Auctioneer (\$25)  | <input type="checkbox"/> One Day All Alcoholic (\$25)          |
| <input type="checkbox"/> One Day Auctioneer (\$10)  | <input type="checkbox"/> Second Hand Articles (\$40)           |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |  |

Business Name: Veterans of Foreign Wars

License Holders Name/Title: Stanley P. Stopyra Commander

Business Address: \_\_\_\_\_

Residential Address: 25 Main St So. Grafton MA

Phone Number & Email Address: [REDACTED]

\* Call when approved, will pick up.  
cjt

cji/TPM

~~PLEASE COMPLETE THE REVERSE SIDE~~  
~~Incomplete applications will not be processed~~

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Veterans of Foreign Wars  
(Print) Name (of individual or Corporation as applicable)

25 Main St  
Street Address

So. Grafton MA 01560  
City/Town State Zip Code

[Signature] Commander  
\* Signature of Individual or Re: Corporate Officer  
Corporate Name (mandatory) (mandatory, if applicable)

Social Security No. (voluntary) or  
Federal Identification Number ON FILE

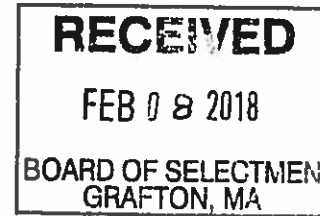
This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 2/13/2018

cji/TPM

**Date** February 8, 2018  
**To:** Bruce Spinney, Chairman  
Board of Selectmen  
**From:** Bill Yeomans, 14 West Street



**Subject:** Request that the Board of Selectmen consider raising the Grafton Building Permit Fee

I'm writing to respectfully request that the Board of Selectmen consider an increase in the Building Permit Fee now in place for Grafton, presently \$5 per \$1,000 of Building Validation, the lowest of all towns in the surrounding area.

In my opinion, maintaining a Grafton Building Permit fee structure of only \$5 per \$1,000 gives the appearance that scarce town revenues are subsidizing important services provided by the Building Department to those firms developing and building new homes and other properties in Grafton.

#### **Building Permit Fees of surrounding towns**

<b>Northborough</b>	<b>\$10/\$1,000 for Residential &amp; Non-Residential; for New Construction, Addition, Alteration, or Renovation</b>
<b>Shrewsbury</b>	<b>\$10/\$1,000 for both New Build and Remodeling</b>
<b>Westboro</b>	<b>\$10/\$1,000 for both New Build and Remodeling</b>
<b>Northbridge</b>	<b>\$ 8/\$1,000 for both New Build and Remodeling</b>
<b>Millbury</b>	<b>\$8/\$1,000 for residential, \$10/\$1,000 for Commercial</b>
<b>Grafton</b>	<b>\$5/\$1,000 for both New Build and Remodeling</b>

**\*Building Validation**

**I suggest that the Board take action to:**

- **Raise the Building Permit Fee for New Construction to \$10 per \$1,000 from the present rate of \$5 per \$1,000.**
- **Raise the Building Permit fee for Additions, Alterations, Renovation to \$7 per \$1,000 from the present rate of \$5 per \$1,000.**  
**Maintaining a lower fee for Additions, Alterations and Renovation will accommodate homeowners and other property owners who have a need or desire to expand, remodel or repair an existing residence or building.**

My rationale behind suggesting a lower fee for Additions, Alterations or Renovation is that in most instances, changes to existing homes and structures are improving them and the surrounding neighborhoods as well.



**The reasoning behind my request for a Building Permit Fee increase.**

- Grafton is in the process of installing and training support staff in the use of a new software program to provide on-line permitting. While there may be many different Town Departments using the program to assist with their permitting needs, I believe the majority of permitting requirements utilizing a system of this type are associated with the day-to-day operations of the Building Department.
- I believe our Building Permit Fee should be increased in part to adequately fund the new On-Line Permitting System, staff training and its on-going yearly costs for software updates and maintenance.

In summary, increasing Grafton's Building Permit Fee structure as suggested herein will provide an increased revenue stream to support the equipment and technology requirements, staffing and all other costs associated with running this very important Town Department.

Thanks in advance for your thoughtful consideration of my request. I am available to discuss my suggestions with the Board at your convenience.

I can be reached at 508-330-2867 or by email at [billyeo@verizon.net](mailto:billyeo@verizon.net).

Sincerely,

Bill Yeomans  
14 West Street

CC: Tim McInerney, Town Administrator, Robert Berger, Building Inspector  
Rebecca Meekins, Assistant Town Administrator  
BOS Members, Brook Padgett, Jennifer Thomas, Sargon Hanna, Craig Dauphinais

**DISCUSSION ITEM 8A: MEETING MINUTES FOR FEBRUARY 6, 2018**

I MOVE the Board vote to approve the drafted meeting minutes from February 6, 2018.



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext. 1100 • FAX (508) 839-4602

[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING MINUTES**

February 06, 2018  
Municipal Building, Conference Room A  
7:00 p.m.

**CALL TO ORDER at 7:02 p.m.**

A meeting was called to order at 7:01 p.m. Present was Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jen Thomas, Craig Dauphinais and Brook Padgett. Staff present was Town Administrator Tim McInerney, Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

**ANNOUNCEMENTS**

Mr. Spinney read aloud several announcements:

- **Nomination Papers for Town Election Now Available.** Any registered voter of Grafton can pull papers during regular business hours from the Town Clerk's office. Nomination papers must contain the names of at least 50 registered voters of Grafton, but candidates are urged to submit more than the minimum required in case some names or signature cannot be verified. Papers must be submitted to the Registrar of Voters, through the Town Clerk's office, by 5:00 p.m. on Tuesday, March 27th for certification and candidates may withdraw their nomination papers up until 5:00 p.m. on Thursday, April 12th. See the Town Web Page for information on open seats.
- **The Lions Club is holding a Wine & Beer Tasting Charity on March 10<sup>th</sup>.** All proceeds will go to support the Grafton Historical Society. The event will be held from 7pm to 10pm in the Grafton Municipal Center Gymnasium. The event will include hot & cold Hors d'oeuvres, food pairings, raffles and door prizes. Admission Donation for the event is \$25 per person.

Mrs. Meekins and Mr. McInerney joined the meeting at 7:04 p.m.

**SCHEDULE ITEM 1A: (7:00 P.M.) PUBLIC HEARING POLE PETITION – FERRY STREET – VERIZON NEW ENGLAND INC. / MASSACHUSETTS ELECTRIC COMPANY (NATIONAL GRID)**

Mrs. Thomas read the Legal Notice for the public hearing.

**MOTION** by Mrs. Dauphinais, **SECOND** by Mr. Dauphinais, to open the public hearing for the Pole Petition on Ferry Street for Verizon New England Inc & Massachusetts Electric Company otherwise known as National Grid.

Present for the hearing was Mr. Blicharz representing Verizon. He noted the old pole is to accommodate the proposed driveway of the customer owning the property.

**MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to close the public hearing for the Pole Petition on Ferry Street for Verizon New England Inc & Massachusetts Electric Company otherwise known as National Grid.

**MOTION** by Mrs. Padgett, **SECOND** by Dauphinais, to approve the Pole Petition on Ferry Street for Verizon New England Inc & Massachusetts Electric Company otherwise known as National Grid.

Mr. Spinney noted that the appointment for the Board of Health member will be tabled to allow for the Board to collect references on the applicants.

#### **SCHEDULE ITEM 1B: OPIOID CRISIS – MUNICIPAL LITIGATION ENGAGEMENT DISCUSSION**

Present for the discussion was Ginny Kremer, Town Counsel who gave the Board background on the litigation. Due to the admission of guilt by pharmaceutical manufacturers and distributors for wrongful doing concerning opioids, municipalities are signing on to the litigation lead by Richard Sandman to sue for damages, on a contingent fee basis. Damages included but not limited cost incurred from medical care for treating those with opioid addictions and infants born with opioid addictions. Mrs. Kremer noted the benefits of signing on to the litigation at a municipal level would allow for any monetary funds awarded to be received by the municipalities themselves.

Mrs. Kremer recommended that the Board make a decision soon to enter in to the litigation or not. Mr. Padgett suggested the decision be made at the February 20, 2018 meeting.

#### **NEW BUSINESS ITEM 4A: LIBRARY PLANNING AND BUILDING COMMITTEE RECOMMENDATION FOR OWNERS PROJECT MANAGER – LIBRARY RENOVATION**

Present for the discussion was Mary Fisk, Chairwoman of the Library Planning and Building Committee (LPBC). She noted that 10 applications were received for the OPM and the first choice was DA Sullivan. Mrs. Fisk noted that Andy Deschene would be considered for a Clerk of the Works for the project. The financial impact of choosing a DA Sullivan were discussed. Mr. Dauphinais noted burden of the State's requirement for and OPM and his hesitation for spending tax money on the position. Mr. Padgett noted the general contracting strengths of DA Sullivan verses the design strengths of Andy Deschene. Mr. Spinney requested that more information is needed pertaining to the use restrictions on funds received from the State in comparison to hiring in house. Mr. Hanna suggested that information be gathered on the powers of Massachusetts Library Planning Commission in respect to decision making on the project.

**MOTION** by Mr. Padgett, **SECOND** by Mr. Dauphinais, to authorize the Town Administrator to negotiate a contract with DA Sullivan as the Owners Project Manager for the Library Renovations. **MOTION** carried 5 to 0.

**SCHEDULE ITEM 1C: DISCUSSION ON STATUS OF PLAN DESIGN CHANGE – HARVARD PILGRIM HEALTH CARE AGREEMENT**

Present for the discussion were Ken Lombardi with NFP, insurance consultant who has worked with the Town for almost 10 years to discuss the options as of July 2018. Mr. Lombardi noted the options presented to the employees in the past when joining the GIC. He explained the recent GIC changes and limited options available for 2018 including the exclusive focus on Unicare Indemnity. After the PEC's current choice to leave the GIC and join the of Harvard Pilgrim Health Plan, he projects that employees will see a 5-7% increase in the coming year, which is fairly low. Changes will include a more 'contemporary style' deductible with a higher copay. Mr. Spinney noted that we left the GIC due to the unknown of potential increases in costs of up to 30% which would have had a profound effect on budgeting. Mr. McInerney noted that there were no other options other than Harvard Pilgrim.

**NEW BUSINESS 4D: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE – APPLE TREE ARTS – FEBRUARY 9 & 10, 2018 – THE GREAT HALL @ 1 GRAFTON COMMON**

**MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to approve the one-day beer and wine license on February 9<sup>th</sup> & 10<sup>th</sup>, 2018 for Apple Tree Arts. **MOTION** carried unanimously 5 to 0.

**NEW BUSINESS 4C: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE – MARCH 7, MARCH 8, APRIL 4, MAY 2, JUNE 19 AND JUNE 26, 2018 – CUMMINGS SCHOOL OF VETERINARY MEDICINE AT TUFTS UNIVERSITY**

Present for the discussion was Jean Poteete.

**MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to approve the one-day beer and wine licenses for March 7, March 22, April 4, May 2, June 19 and June 26, 2018 for the Cummings School of Veterinary Medicine at Tufts University.

Mrs. Poteete noted the change in date of the March 22<sup>nd</sup> event.

**AMENDED MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to approve the one-day beer and wine licenses for March 7, March 8, April 4, May 2, June 19 and June 26, 2018 for the Cummings School of Veterinary Medicine at Tufts University. **AMENDED MOTION** carried unanimously 5 to 0.

Elizabeth Colognesi spoke to the Board and introduced the event.

**ITEM 3A: VOTE TO APPOINT – SHIRLEY LUTYNSKI – ELECTION WORKERS**

**MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to affirm the appointment of Shirley Lutynski as an Election Worker. **MOTION** carried unanimously 5 to 0.

**ITEM 3B: VOTE TO APPOINT – CHRISTOPHER RONEY – BOARD OF CEMETERY COMMISSIONERS**

Present for the appointment was Christopher Rooney who noted his fit and interest for the Commission.

**MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to affirm the appointment of Christopher Roney to the Board of Cemetery Commissioners. **MOTION** carried unanimously 5 to 0.

**ITEM 3C: VOTE TO APPOINT – SHAWN MCAVEY, DANIEL J. FINN OR ANNETTE E. O'MULLAN – BOARD OF HEALTH**

This item was passed over.

**ITEM 3D: VOTE TO APPOINT – JAKE RAMOS - PART TIME PUBLIC SAFETY DISPATCHER – GRAFTON POLICE DEPT.**

**MOTION** by Mr. Dauphinais, **SECOND** by Mr. Padgett, to appoint Jake Ramos as a Part Time Public Safety Dispatcher for the Grafton Police Department. **MOTION** carried unanimously 5 to 0.

**NEW BUSINESS 4B: READ AND VOTE TO ALLOW CHAIR TO SIGN – ARBOR DAY PROCLAMATION – APRIL 27, 2018**

Mrs. Thomas read the proclamation for declaring Arbor Day.

**MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to sign the Arbor Day Proclamation, declaring April 27, 2018 as Arbor Day. **MOTION** carried 5 to 0.

**NEW BUSINESS ITEM 4E: VOTE TO EXERCISE RIGHT OF FIRST REFUSAL – 20 CREEPER HILL ROAD – REQUEST FOR REMOVAL FROM CHAPTER 61A**

Mr. McInerney noted that there has been a bona fide offer received for \$400,000 with an additional down payment of \$1000. Board Members discussed the potential of exercising the first right to refusal. The Board requested a recommendation from the Zoning Board of Appeals. The Board decided to table the discussion to February 20, 2018, or once more information becomes available on the potential of the property.

**SELECTMEN / TA REPORT ITEM 5: SELECTMEN REPORTS / TA REPORTS**

Mr. McInerney gave updates on the following:

- Interviews for the Economic Development Coordinators are currently underway.
- FY19 Budget is almost complete, presentation will take place on February 20, 2018. This will be the last year physical books will be made. Next year only one book will be made for the counter and thumb drives will be created for everyone else.
- Northern Energy Services for administrating Green Communities funds along with coordination by Leah Cameron, Conservation Administrative Assistant.

Mr. Spinney noted the process of working with the Board of Health while vetting an appointment for the vacancy. Mr. Dauphinais suggested the process in place be

followed for this appointment. The Board determined that the applicants would be interviewed and an appointment made, both by the Selectmen.

Mr. Spinney noted that there will be a Selectmen's meeting to hold a discussion with the Grafton Upton Railroad (GURR) and Fire Department at a larger venue to give the community a chance to participate in an open format for discussion.

Mr. McNerney gave a quick overview of the recent siren test for the Liquid Propane Facility. He noted that the installation of two additional siren locations are being proposed but would likely not be installed until after May Town Meeting. There were several Public Safety Announcements made by the Town Administrator and Chief of Police. The public should sign up for CodeRed to receive notification of emergencies.

#### **CORRESPONDENCE:**

No Correspondence were read.

#### **ITEM 8A: MEETING MINUTES FOR JANUARY 16, 2018:**

**MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, to approve the drafted Meeting Minutes for January 16, 2018. **MOTION** carried unanimously 5 to 0.

#### **ITEM 8B: MEETING MINUTES FOR JANUARY 30, 2018:**

**MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the drafted Meeting Minutes, as amended, for January 30, 2018. **MOTION** carried unanimously 5 to 0.

#### **ADJOURNMENT**

**MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, to adjourn the meeting. **MOTION** carried unanimously 5 to 0.

Meeting Adjourned at 8:35 p.m.

#### **EXHIBIT LIST**

- Correspondence, from Albert Bessette, Jr., RE: Petition for Verizon job #4AODQ6X Ferry Street, dated December 18, 2017; 1 page.
- Order for Joint Pole Relocation, no date; 2 pages.
- Petition Plan from Verizon, dated December 5, 2017; 2 pages.
- Legal Notice, dated January 12, 2018; Received by the Town Clerk on January 17, 2018; 1 page.
- Abutters List, dated December 27, 2017, signed by Ken O'Brien, Data Collector; 1 page.
- GIS reference Map, 125 Ferry Street, dated December 27, 2017; 1 page.
- Email, from Paul Cournoyer, Subject: Petition for Verizon Job #4AODQ6X, dated December 27, 2017; 1 page.

- 191 • Engagement to Represent, RE Town of Charlton Massachusetts civil suit against  
192 those legally responsible for the wrongful distribution of prescription opiates and  
193 damages caused thereby, no date, 6 pages.
- 194 • Correspondence from Kandy Lavallee, recommendation for Shirley A. Lutynski, no  
195 date, 1 page.
- 196 • Correspondence from Christopher Roney, Letter of Interest, dated January 17,  
197 2018, 1 page.
- 198 • Citizen Activity Form, Shawn McAvey, dated January 22, 2018; 1 page.
- 199 • Citizen Activity Form, Daniel Finn, dated January 29, 2018; 1 page.
- 200 • Cover Letter and Resume from Dan Finn, dated January 29, 2018; 3 pages.
- 201 • Citizen Activity Form, Annette O'Mullan, dated January 29, 2019; 1 page.
- 202 • Resume from Annette O'Mullan, no date, 2 pages.
- 203 • Correspondence, from Police Chief Normand Crepeau, Subject: Recommendation  
204 for Part-Time Public Safety Dispatcher, dated February 1, 2018; 1 page.
- 205 • Correspondence, from John R. Stephens Clerk of the Library Planning and  
206 Building Committee, dated February 2, 2018; 1 page.
- 207 • Arbor Day Proclamation, no date; 1 page.
- 208 • Application Packet for One Day Beer and Wine License, from Cummings School  
209 of Veterinary Medicine at Tufts University, Associate Dean for Research Office,  
210 dated January 17, 2018, signed by Trena Haroutunian; 5 pages.
- 211 • Application Packet for One Day Beer and Wine License, from Cummings School  
212 of Veterinary Medicine at Tufts University, Department of Clinical Sciences, dated  
213 December 11, 2017, signed by Jennifer Ebert; 8 pages.
- 214 • Application Packet for One Day Beer and Wine License, from Apple Tree Arts,  
215 dated January 25, 2018, signed by Donna Blanchard; 4 pages.
- 216 • Correspondence, from Deborah Poulin, Administrator, Francis Poulin Estate,  
217 Chapter 61A request for 20 Creeper Hill Road, dated November 28, 2017; 1 page.
- 218 • Rollback spreadsheet, Poulin Francis, dated November 30, 2018, 3 pages.
- 219 • Offer to Purchase Real Estate, Owner Record, dated December 1, 2017; 1 page.
- 220 • Correspondence, from Deborah Poulin, Administrator, Francis Poulin Estate,  
221 Chapter 61A request for 20 Creeper Hill Road, dated January 16, 2018; 1 page.
- 222 • GIS Parcel Map, 20 Creeper Hill Road, dated February 1, 2018; 2 pages.
- 223 • Correspondence, Re: 20 Creeper Hill Road, 10-0-22, from Mary M. Oliver,  
224 Principal Assessor, dated January 22, 2018; 1 page.
- 225 • Correspondence, Re: Chapter 61A Removal – 20 Creeper Hill Road, from  
226 Conservation Commission, dated January 31, 2018, 1 page.



- Correspondence, Subject: Chapter 61A – 20 Creeper Hill Road, from Planning Board, Joseph Laydon, Town Planner, dated February 2, 2018; 1 page.

DRAFT

**These minutes were approved by the Board of Selectmen on: \_\_\_\_\_**